

AG Contract No.: KR04-0362TRN
ADOT ECS File No.: JPA 03-032
Project: 5-085-B-503
5-Year Project Item No.: 24703
Section: SR 85 and MC 85 Intersection
Gila Bend to Buckeye Hwy
TRACS No.: H5675 03C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA **C-04-01-053-2**

THIS AGREEMENT is entered into July 21, 2004,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and
MARICOPA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

1. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. The State and the County desire to construct improvements to extend MC 85 west to Turner Road beginning 400' west of the centerline of SR 85 southbound roadway, at an estimated cost of \$2,100,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public. The ownership and maintenance jurisdiction for Project shall remain with the County.
4. The purpose of the Project is to discontinue the connection of old US 80 and SR 85 and improve the flow of traffic on old US 80 by connecting it to MC 85 via Turner Road.
5. The connection of MC 85 to Old US 80 via Turner Road is in lieu of the State constructing a new connection between Old US 80 and SR 85 as originally proposed in the ADOT Design Concept Report.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26942
Filed with the Secretary of State
Date Filed: 07/02/04

David K. Powell
Secretary of State

By: Barry J. Harscheid

II. SCOPE OF WORK

1. The County will:
 - a. Provide design plans, specifications, documentation and services required for construction of the Project, commencing at the SR 85 right-of-way line, approximately 400 feet west of the centerline southbound roadway on the MC 85 alignment. Obtain all necessary additional rights-of-way, easements or permits for the Project. Incorporate State design review comments.
 - b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason. Be responsible for all costs associated with the Project over and above the State's contribution of \$2,100,000.00 for the Project.
 - c. Upon completion of the Project improvements by the County and expenditure of the funds, retain jurisdiction and maintenance responsibility for MC 85 as shown on Exhibit A, attached hereto and made a part hereof, to the County.
 - d. Upon execution of the Project improvements by the County and expenditure of the funds, retain jurisdiction and maintenance responsibility for MC 85 as shown on Exhibit A, attached hereto and made a part hereof, to the County.
 - e. Waive the four-year advance notification requirements of Arizona Revised Statute (A.R.S.) Section 28-7209 (formerly A.R.S. Section 28-106).
 - f. Close the connection of Old US 80 to SR 85 upon execution of this agreement. This closure is in lieu of the State constructing a new connection between old US 80 and SR 85 as originally proposed in the ADOT Design Concept Report. Refer to attached Exhibits A and B, attached hereto and made a part hereof.
2. The State will:
 - a. Review the design documents and provide comments.
 - b. Upon receipt and approval of an invoice, pay the County for the State's contribution of the Project, in a total amount not to exceed \$2,100,000.00.
 - c. Construct MC 85 to the ultimate alignment within the ultimate State right-of-way as part of Project Number H5955 04C. Refer to Exhibit C, attached hereto and made a part hereof.
 - d. Incur all costs associated with any or all State requested changes or enhancements that are beyond County standards.

III. MISCELLANEOUS PROVISIONS

1. If it is advantageous to both parties the State may advertise for bid along with an existing project in order to secure a lower bid. In that case, generally accepted accounting procedures will be utilized to ensure correct allocation of costs to this Project.
2. This agreement shall remain in force and effect until completion of said improvements and transfer; provided, however, that this agreement, except any provisions herein for maintenance which shall be perpetual, may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.
3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State and the County under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the County at the end of the period for which the funds are available. No liability shall accrue to the State or the County in the event this provision is exercised, and the State or the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy that may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Maricopa County
County Engineer
2901 W. Durango Street
Phoenix, AZ 85009

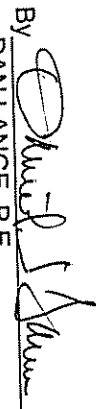
10. Pursuant to Arizona Revised Statute Section 11-952(D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By  4/2/04
~~ANDREW KUMASEK~~, Chairman
Board of Supervisors

By 
DAN LANCE, P.E.
Deputy State Engineer

ATTEST

By 
FRAN MCCARROLL
Clerk of the Board

Re: JPA 03-032

APPROVAL OF THE ATTORNEY

I have reviewed the above-referenced Intergovernmental Agreement between the STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and MARICOPA COUNTY acting by and through its BOARD OF SUPERVISORS, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 25th day of May, 2004.

Michelle D'Andrea

County Attorney

Agenda Activity:	Action	Agenda Number:	C-64-04-251-2-00
Department:	Transportation		
Category:	Chief Regional Dvlpmt. Svcs.		
Contact:	Tim Oliver	Phone: 506-3994	Continued from:
Return to:	Brenda Zambelli	Phone: 506-4616	
Location:	DEPT OF TRANSPORTATION ADMIN BLDG		

Action Requested:

Approve the IGA between Maricopa County and the State of Arizona for improvements to MC 85 west from SR 85 to Turner Road. The purpose of the project is to discontinue the connection of old US 80 and SR 85 and improve the flow of traffic on old US 80 by connecting it to MC 85 via Turner Road. The State is contributing up to \$2,100,000.00 for this project, with the County acting as the lead agency for design and construction.

Complete description of action requested:

Safety concerns have been raised by the School District and the local farming community at the existing old US 80 intersection with SR 85. To improve system continuity a public process was conducted with area residents and the consensus was to extend MC 85 west from SR 85 to Turner Road. The connection of MC 85 to Old US 80 via Turner Road is in lieu of the State constructing a new connection between Old US 80 and SR 85 as originally proposed in ADOT's DCR. The County will be responsible for any costs over the \$2,100,000.00 being funded by the State and will retain jurisdiction and maintenance responsibilities of this roadway.

Supervisory District #5

PERFORMANCE INFORMATION:

Program: Support Transportation Systems

Activity: Project Partnerships

Performance Measures: % of MCDOT projects that go to bid and are eligible for partnerships and have partnerships in place

Anticipated Results: Improve safety for traveling public

Expenditure Impact by FY(9):

No Impact

Routing: Meeting Date: 06/02/2004			
Legend X=Pending A=Approved R=Rejected			
CNTY ENGR	LEGAL	OMB	
A	A	A	

Approved
Tim Oliver

***Please return an executed original to the Clerk of the Board of Supervisors.**

EXHIBIT A

JPA 03-032

35'

5

+53.1
0.00

MCDOT

ADOT

10

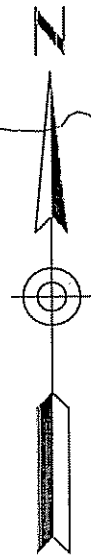
N 862908.61
E 483001.40

MC85 Cst E

ADOT West
R/W Line

SB Frtg Rd
SR85

550



1" = 60'

EXHIBIT B

JPA 03-032

A portion of the existing West right of way line of State Route 85 (GILA BEND-BUCKEYE HIGHWAY) lying within the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 1 South, Range 4 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a 1½ inch iron pin 0.1 feet below pavement marking the East quarter corner of said Section 2, being North 0°10'07" East 2640.64 feet from a 1½ inch iron pipe in a handhole 0.2 feet below pavement marking the Southeast corner of said Section 2;

thence along the East – West mid section line of said Section 2, North 89°49'03" West 794.95 feet to said existing West right of way line;

thence along said existing West right of way line, North 01°16'15" West 88.94 feet to the POINT OF BEGINNING on the centerline of the Buckeye Canal;

thence along said existing West right of way line, South 01°16'15" East 436.25 feet to the POINT OF ENDING.

